

**Board of County Commissioners - Staff Report****Meeting Date:** August 1, 2023**Presenter:** Lt. Troy Sutton**Submitting Dept:** Sheriff**Subject:** Medical Services at Teton County Jail

Statement / Purpose: Approval of First Amendment to Contract with Dr. Kennon C. Tubbs, LLC to provide medical services in the Teton County Jail

Background / Description (Pros & Cons): Teton County has contracted with Dr. Tubbs to provide medical services at the Teton County Jail since 2016. The current contract signed in 2021 expires in 2024. Dr. Tubbs has requested an amendment to his contract that lowers the amount of liability insurance that he needs to cover from \$2 million/\$5 million (per claimant/per occurrence) down to \$1 million/\$3 million. Dr. Tubbs has also requested an indemnification provision for claims that do not involve allegations of negligence by himself or his employees. The remainder of the new provision is simply restating other information already in the agreement.

Dr. Tubbs provides medical services to multiple jails throughout Wyoming and Utah. Dr. Tubbs has been a good provider of medical services to the Teton County Jail with no issues. The reduction in liability insurance and the addition of indemnification has been discussed with Dr. Tubbs and his need to reduce costs so that he can continue to provide services.

Stakeholder Analysis & Involvement: The Teton County Sheriff is responsible for running the Teton County Jail and medical services are required within the jail.

Fiscal Impact: Teton County has coverage through LGLP and Dr. Tubbs has independent insurance coverage.

Staff Impact: Dr. Tubbs provides the staff to implement the contract

Legal Review: Gingery

Staff Input / Recommendation: The Teton County Sheriff recommends approval.

Attachments: First Amendment to the Agreement with Kenneth C. Tubbs, M.D. LLC

Suggested Motion: I move to approve the First Amendment to the Agreement for Medical Services at the Teton County Jail with Kenneth C. Tubbs, M.D. LLC.

FIRST AMENDMENT TO AGREEMENT FOR MEDICAL SERVICES IN THE TETON COUNTY JAIL

This First Amendment to Agreement for Medical Services in the Teton County Jail (hereinafter “First Amendment to Agreement”) is made and entered into to be effective as of this ____ day of August, 2023, by and between Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001, (hereinafter referred to as “County”), and Kennon C. Tubbs, MD. LLC, (hereinafter referred to as “MD”).

WHEREAS, the Parties entered into the original Agreement for Medical Services in the Teton County Jail (the “Agreement”) on June 4, 2021, for MD to provide medical services in the Teton County Jail. This amendment adds a provision providing for licensure, certification, insurance, and indemnification.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

1. The following provision is added to the agreement:

LICENSURE, CERTIFICATION, INSURANCE, AND INDEMNIFICATION. Provider’s practitioners must maintain a valid State of Wyoming medical license and DEA category 2 license, shall act in accordance with Police Officer Standards Training while in the detention center, and shall maintain malpractice liability insurance in the amount of \$1,000,000/\$3,000,000 through Utah Medical Insurance Association (UMIA) for outpatient practices. County shall indemnify Provider and nursing staff for all actions taken while working in the detention center against any and all claims, demands, suits, and proceedings for loss, personal injury, or death that are alleged to have arisen out of medical care given in the Teton County Jail. The County duty to indemnify MD does not apply to the extent that the loss, personal injury, or death was the result of negligence of MD.

2. All other terms and conditions of the Agreement dated June 4, 2021, which are not in conflict with the terms and conditions of this First Amendment to Agreement, shall remain in full force and effect.

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the undersigned have executed the First Amendment to Agreement for Medical Services in the Teton County Jail to be effective on this ____ day of August, 2023.

TETON COUNTY, WYOMING:

Luther Propst, Chair

Attest:

Maureen E. Murphy, Teton County Clerk

KENNON TUBBS, M.D.

Kennon Tubbs, M.D.

TETON COUNTY SHERIFF

Matt Carr, Teton County Sheriff